Australian Tapestry Workshop Terms & Conditions

Website General Terms and Conditions

1.1 INTRODUCTION
Welcome to the Australian Tapestry Workshop website. This website (http://www.austapestry.com.au) is owned and operated by the Australian Tapestry Workshop (ACN 005 758 056) (ATW). Your use of the ATW website is governed by the provisions contained in these General Terms and Conditions, the Specific Terms and Conditions for Online Sales and the Privacy Policy (the Terms). By accessing or using this website, you agree to be bound by these Terms (which Australian Tapestry Workshop can modify from time to time). If you do not agree with the Terms, please do not access or use this website.

1.2 ACCESS TO AND USE OF THE WEBSITE
You may only access and use the ATW website for your personal, non-commercial use. Any other use requires prior written approval from ATW, which may be granted with or without additional or different terms or withheld in ATW's absolute discretion. ATW provides no warranty that the services generally available through the website will be uninterrupted or error-free, or that defects in the service will be corrected. You must comply with all applicable laws, regulations and codes in relation to your access to and use of the website.

1.3 PRIVACY AND SECURITY
ATW takes your privacy and the confidentiality of your personal information very seriously. For further information about how ATW handles and uses information collected from you, please view the Privacy Policy below. While the ATW takes due care to ensure the privacy of the information you provide, it is possible that this information could be unlawfully observed by a third party while in transit over the Internet. ATW cannot ensure the security of any information that you transmit to it and any such information is transmitted at your own risk.

1.4 LINKS TO THIRD PARTY WEBSITES
This website may contain links to websites maintained by third parties. ATW is not liable or responsible for the content, accuracy or copyright compliance of any linked site. The availability of any link, or reference to a third party, shall in no way constitute an approval or endorsement by ATW of the linked site.

1.5 INTELLECTUAL PROPERTY
Unless otherwise indicated, ATW owns the intellectual property rights including copyright in the content on this website. Apart from reproductions specifically permitted by applicable legislation, you agree that you will not use, copy or reproduce any material on the ATW website in any form without the prior written permission of ATW.

1.6 VIRUSES
ATW does not accept responsibility for any interference or damage to your computer system from the transmission of viruses. You must take your own precautions to ensure that the process which you employ for accessing the website does not expose you to the risk of viruses and other forms of interference which may damage your computer system.

1.7 COOKIES
A cookie is a data file stored on your computer after you access certain websites. ATW may use cookies on this website to identify returning visitors, and to gather data on frequently visited areas of the website. If you do not wish to receive cookies, you may change your web browser settings to disable them.

1.8 DISCLAIMER AND LIABILITY
ATW makes no warranties of any kind or representations about this website, any of its content or any of the products offered for sale on the website. To the maximum extent permitted by law, ATW:
(a) excludes any liability that may arise as a result of the use of this website, its content, the information on it or ATW's advertisement of or your purchase or use of products;
(b) is not liable for any indirect, incidental, special or consequential loss arising out of the use of this website or any of its content or ATW's advertisement of or your purchase or use of products, or for any loss of business profits.
The above does not exclude, restrict or modify any non-excludable condition, warranty, right or remedy conferred on you by any other applicable legislation. If we breach any condition or warranty implied by any such legislation our liability will be limited to whichever we see fit to provide of:
(a) in the case of supply of goods, replacing or repairing the goods or supplying equivalent goods or paying the cost of replacing or repairing the goods or of acquiring equivalent goods;
(b) in the case of the supply of services, supplying the services again or paying the cost of having the services supplied again.
Except to the extent expressly stated to the contrary, the representations on the website are not intended to constitute a contractual agreement between ATW and any other person.
The information provided on this website should not be considered advice of any nature and is provided on an 'as is' basis. ATW recommends you read the label on goods carefully before you use them.

1.9 INDEMNITY
You agree to indemnify and to keep ATW indemnified for any action, claim, damage, loss, expense, or cost, liability, right of action or claim for compensation made against or suffered by ATW in connection with your use of the website, your breach of these Terms, or your breach of any rights of third parties.

1.10 TERMINATION
ATW may suspend or terminate your access to the website at any time with or without notice.

1.11 GENERAL PROVISIONS
These terms are governed by the laws of Victoria, Australia. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of these General Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction. A right relating to these Terms and Conditions can only be waived in writing. Failure by ATW to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.